

REQUEST FOR QUALIFICATIONS (RFQ)

for

Transportation Infrastructure Generating Economic Recovery (TIGER) Grant

Professional A/E Services
(Railroad Bridge Design)

Due: 5:00 pm, EST on
April 30, 2019

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ADVERTISEMENT

R.J. Corman Railroad Company / Carolina Lines is seeking qualifications for **Professional A/E Services** to design and detail plans for the structural replacement of an existing timber trestle railroad bridge over the Crabtree Swamp with a new ballast deck trestle type bridge. This project is to be performed in conjunction with Horry County's award of a Transportation Infrastructure Generating Economic Recovery (TIGER) Project grant to upgrade the freight rail corridor owned by R.J. Corman Railroad Company and Horry County.

A site review meeting for all interested proposers will be held at the site of the bridge structure to be replaced located in Conway, South Carolina over Crabtree Swamp. To attend the site review meeting, please contact Jimmy Kelley. Additional details are provided within the solicitation document.

Proposals will be received at PO Box 442, Chadbourne, NC 28431 no later than **5:00 p.m., EST on Tuesday, April 30, 2019**. Any proposal received later than the specified time and date will NOT be accepted or considered. No facsimile, email, or telephone proposals will be accepted. Submitted Proposals shall contain all information requested and be submitted as stated within the solicitation document. Proposals MUST be sealed and clearly identified on the outside of the envelope/package as **RFQ – Confidential TIGER Grant Professional A/E Services**, along with the Proposer's business name, address, and license number (if applicable).

It is anticipated that any services performed under the resulting contract from this solicitation will be funded under the TIGER Grant; therefore, all rules and regulations related to the funding source apply.

R.J. Corman Railroad Company / Carolina Lines, in accordance with the provisions of **ALL TITLES** of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The solicitation (RFQ-Request for Qualifications) document can be accessed from R.J. Corman's website by visiting:

<https://rjcorman.com/contact/bidding-opportunities>

Or a link will be available on South Carolina Business Opportunities (SCBO) website at:

<https://scbo.sc.gov/seach>

Contact Information for this Project:
Jimmy Kelley james.kelley@rjcorman.com
859-881-6637

A. PROJECT DETAILS

I. Project Overview:

R.J. Corman Railroad Company/Carolina Line (RJC) proposes to replace the existing railroad timber trestle bridge with a new ballast deck trestle type bridge at MP 334.3 over Crab Tree Swamp near Conway, SC (Bridge coordinates 33.861485, -79.049414). RJC is soliciting qualifications/proposals from qualified engineering firms, registered in the State of South Carolina, to provide architecture and engineering services in accordance with the requirements stated herein.

B. SCOPE OF WORK

I. Requirements:

The existing railroad bridge is 220 feet and consists of 22 spans with a ballasted timber deck on timber pile bents and carries a single track. The bridge replacement primarily includes the design and permitting for an approximate 220 feet in line replacement structure in full compliance with AREMA Manual of Recommended Engineering (Current Edition) and 49 U.S.C. 24405 (a). Proper Buy America Certifications.

The selected firm will be responsible for providing services, including, but not limited to, the following:

A. Survey

- Complete a site investigation and survey of the project location
- Site Survey must be conducted by a North Carolina Board of Examiners for Engineers and Surveyors (NCBELS) and/or South Carolina State Board of Registration for Professional Engineers and Surveyors, Licensing and Regulation licensed firm.

B. Geotechnical Investigation

- A complete and thorough boring report shall be provided including subsurface investigations, pile foundation recommendation, and any additional findings. A minimum of two borings should be proposed to get an approximation of the proposed subsurface conditions.
- Geotechnical investigation must be conducted by a North Carolina Board of Examiners for Engineers and Surveyors (NCBELS) and/or South Carolina State Board of Registration for Professional Engineers and Surveyors Licensing and Regulation licensed firm.

C. Permitting

- Secure all necessary engineering permits with various Federal, State and Local Agencies

D. Engineering

- Provide bridge replacement design alternatives to be approved by RJC.
- Design and detail a complete set of plans to replace the existing timber bridge.
- Prepare final Construction package including: signed and sealed drawings and specifications (provided by a professional engineer licensed in South Carolina), estimated quantities and engineer's cost estimate.
- Develop bid documentation and advise during bridge construction
 - Subcontractors will be required to be FRA Qualified - 49 CFR Part 214, Railroad Workplace Safety and Davis Bacon rates will apply

II. Site Review Meeting:

A site review meeting for all proposers will be held at the site of the proposed bridge structure replacement located in Conway, South Carolina. The proposers will meet at 2301 Main Street, Conway, South Carolina 29526 (near the gate on Highway 701 near Dunkin Donuts) **Wednesday, April 10, 2019 at 9:00 am** If you plan to attend the meeting and site visit, please contact james.kelley@rjcorman.com. All those who attend the meeting must be properly attired and geared with all necessary protective equipment including hard hat, reflective vest, safety glasses, and laced steel-toed work boots at least 6" high. No loose jewelry, including rings, may be worn while on Railroad property. No exceptions to these requirements will be allowed.

III. Questions:

Submit written questions to Jimmy Kelley via email at james.kelley@rjcorman.com. All questions related to this Request for Qualifications must clearly identify "RFQ – TIGER Grant Professional A/E Services". The deadline for questions is **5:00 p.m. EST, on Tuesday, April 16, 2019**. Potential Proposers are not permitted to contact RJC employees outside of the Procurement Department during this RFQ process. Failure to do so may result in rejection of the proposal.

Questions will be answered and the responses to inquiries shall be in the form of an Addendum. If it becomes necessary to revise any part of this RFQ, revisions will be made in writing in the form of an addendum. All addenda will be posted on the R.J. Corman's Bidding Opportunity website at <https://www.rjcorman.com/contact/bidding-opportunities>. All addenda issued by RJC must be acknowledged in writing by the Proposer. It shall be the Proposer's responsibility to ensure they have all addenda. Verbal information obtained otherwise will not be considered in the awarding of the RFQ.

C. RESPONSE AND SUBMISSION REQUIREMENTS

I. Proposal Submissions:

Proposers shall submit one (1) original copy, one (1) duplicate copy, and one (1) electronic copy (thumb drive) of your complete response to the RFQ in a sealed envelope and mailed certified to:

**R.J. Corman Railroad Company / Carolina Lines
ATTN: Brent Piver –Proposals /
RFQ – Confidential TIGER Grant Professional A/E Services
PO Box 442
Chadbourn, NC 28431**

Final proposals from qualified engineering firms shall be submitted by **5:00 pm, Tuesday, April 30, 2019**. Proposals received later than the specified time and date will be considered a "Late Proposal" and shall not be accepted or considered. No facsimile, email, or telephone proposals will be accepted. Submitted proposals shall contain all information requested and shall be submitted in the format shown within this solicitation document. Proposals MUST be sealed and clearly identified on the outside of the envelope/package as

"RFQ – Confidential TIGER Grant Professional A/E Services", as well as the Proposer's business name, address, and license number (if applicable). No other information shall be included or written on the outside of the proposal envelope/package. RJC shall not be responsible for unidentified proposals.

By submitting a proposal, your firm agrees to the terms and conditions, including all federal grant requirements, stated herein unless explicitly stated otherwise in your response to this RFQ.

The solicitation (RFQ) document can be accessed from RJC website by visiting:

<https://www.rjcorman.com/contact/bidding-opportunities>

Or a link will be available on South Carolina Business Opportunities (SCBO) website at:

<https://scbo.sc.gov/search>

Please submit one (1) original copy, one (1) duplicate copy, and one (1) Electronic copy (thumb drive) of your complete response to this RFQ.

II. RFQ Response Requirements:

Your submission MUST include:

- Cover Letter to include:
 - Company or corporation name, street and mailing addresses, and the responsible officer(s) of the firm. Indicate the type of company (i.e. Sole Proprietor, Corporation, Limited Liability Corporation, Partnership etc.)
 - Names of all owners and/or corporate officers.
 - Identify contact person and provide telephone, fax, email address.
 - Date and state of incorporation (if applicable)
 - Signature of company officer(s) authorized to obligate the firm.
- A narrative describing the firm's interest in the project and its approach to assisting RJC with A&E services listed below.
 - Field Investigation
 - Preparation of drawings, specifications, quantities and engineers estimate
 - Permitting
 - List of proposed sub consultants and the scope of work each will perform.
 - Schedule of engineering work and deliverable dates including submission of final engineering drawings.
- Provide the project descriptions for three (3) similar projects within the last five (5) years managed by firm. Include work performed, time frames, and monetary values of projects including project references and contact information. References may be contacted.
- Provide the staff resumes of the proposed project managers with qualifications and experience for the individuals assigned to RJC's project.
- Demonstrate Financial Stability (Firm's financial ability to cover the cost of the Firm's expenses based on a 30, 60, and 90-day billing cycle)
- Proof of Insurance
- Adherence to federal terms and conditions.
- Legal / Pending Litigation Statement, even if none
- DBE commitment percentage, even if none
- Required Forms:
 - Non-collusion Affidavit
 - Acknowledgment of Addenda (even if none, submit form)
 - Anti-Lobbying Form
 - Debarment & Suspension
 - Drug-Free Workplace
 - IRS W-9 Form
 - Copies of all required licenses, as applicable

III. Examination of RFQ Document:

Prior to submitting a proposal, each Proposer shall carefully examine the RFQ documents, study and thoroughly familiarize themselves with the requirements thereof and notify the Owner of any and all conflicts, errors, or discrepancies.

By submission of this proposal, the Proposer guarantees that all proposed services meet the requirements of this solicitation - any exceptions to this requirement must be clearly stated in responses to this RFQ. RJC desires only highly qualified consultants respond to this RFQ.

The Proposer shall sign their proposal in all required signature blocks. All proposals must be ink or type written. The proposal shall remain firm for no less than one hundred twenty (120) calendar days from the date of proposal.

The Proposer's business name and solicitation number shall be included on specification documents, descriptive documents, or any additional documents that are submitted with the proposal

RJC does not desire voluminous submissions; therefore, please limit your presentation to only essential information.

D. EVALUATION CRITERIA

Public Opening of Bids to be held on **Wednesday, May 1, 2019 at 2:00 PM, EST** at the Horry County Community Development Department, 1515 4th Ave, Conway, SC 29526. Bidders are invited, but are not required to attend.

On the time/date established for receipt of proposals, only the name of proposers will be read aloud. An evaluation team will be convened to evaluate and score proposals received. The following criteria shall be used by the committee and are weighted as shown.

Proposals will be evaluated and independently scored based upon the following factors:

#	Evaluation Criteria	Weight
A.	A&E services, managed by the firm, related to railway bridge rehabilitation projects. To include the work performed, time frames, and monetary values of the projects. References may be contacted.	30 Points
B.	Experience and qualification of staff in administering A&E services related to railway bridge rehabilitation including design, engineering, site survey, geotechnical investigation, and construction coordination.	30 Points
C.	Practical timeline/delivery schedule	20 Points
D	Project Approach	15 Points
E.	Absence of pending or post litigations. If existing please include an explanation of the circumstances	5 Points

Award of contract will be made, contingent upon federal funding status, to the Proposer or Proposers whose proposal is deemed to be most advantageous to the Railroad, considering all of the evaluation factors. This decision shall be the sole judgment of RJC. RJC reserves the right to reject any or all proposals that do not comply with RJC's procurement policy for this project.

E. GENERAL INSTRUCTIONS TO PROPOSERS

I. General:

This solicitation will be procured and negotiated under the Brooks Act (40 U.S.C. §§ 1101-1104) and RJC's Procurement Procedure and Policies. Contract award is contingent upon federal funding availability. All federal terms and conditions applicable to RJC will also be applicable to the successful RFQ respondent.

RJC hereby notifies all those responding to this RFQ that, in accordance with the provisions of the Civil Rights Act of 1964 (4 Chapter 21, Title 42, of the U.S. Code) and Regulations promulgated in connection therewith, that it will affirmatively ensure that any contract entered into pursuant to this RFQ, disadvantaged business enterprises will be afforded full and fair opportunity to make submittals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Key elements of 49 CFR Part 26 will be incorporated into the solicitation process. When soliciting bids, RJC will make a good faith effort to include disadvantaged business enterprises. Although not mandatory, suppliers are encouraged to submit a percentage level of DBE commitment with their proposal, if able.

II. Licenses:

All Proposers must be properly licensed to do business in the State of South Carolina and must comply with the Code of Laws of South Carolina. The Proposer's company does not need to be based in South Carolina, but should be licensed to do business in South Carolina, if awarded a contract. Local business license(s) will be required for the successful proposer throughout the life of their contract with RJC. Proposers that fail to comply with this requirement, may subject their proposal to being rejected as non-responsive.

III. Evaluation and Award:

RJC reserves the right to reject any or all proposals and further reserves the right to waive technicalities and informalities in proposals, as well as, to accept in whole or in part such proposal or proposals where it deems it suitable in protection of the best interest of the RJC. RJC shall be the sole judge as to whether proposals submitted meet all requirements contained in this procurement.

This procurement does not commit RJC to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods or services listed herein. Costs associated with proposal preparation, oral interviews, and/or presentations shall be the sole responsibility of the Proposer. RJC will not reimburse for costs associated with interviews or presentations.

IV. Award WITH or WITHOUT Discussions/ Negotiations:

Time is of the essence in conducting the evaluations. The evaluation team will score each proposal and rank them in descending order. RJC may or may not conduct interviews as part of the evaluation process. In the event RJC requests an interview, the proposer(s) will be notified and an interview date and time will be established. If there is a need to conduct discussions or negotiations, the evaluation team will determine which Proposers, with desired qualifications, will participate. If there is no need to conduct discussions or negotiations, RJC may award a contract. If RJC is unable to negotiate a fair and reasonable contract those negotiations will be terminated and negotiations will be held with the next ranked proposer.

V. Contract Award:

Whether or not discussions or negotiations are held, contract award will be made to the Proposer whose proposal is in compliance with RJC's Procurement process, meets the evaluation factors and The Brooks Act. RJC shall be the sole judge of this determination. A copy of the firm's proposal may be attached to the contract; however, in the event of any ambiguity with any attachments, RJC's contract and Procurement Requirements will prevail. Contract award is contingent upon federal funding availability.

VI. Term of Contract:

The term of this contract shall begin on the date of the RJC signature and shall last until bridge construction is complete. Design option is anticipated to be selected in March 2019, and bridge build is anticipated to begin Aug 2020. The successful Proposer will be expected to execute and abide by the Sample RJC contract attached. Federal grant terms and conditions are attached to this RFQ and shall be part of any resultant contract (See APPENDIX A-D). Contract clauses must be passed to all subcontractors exactly as stated for prime contractor.

VII. Independent Contractor Status:

The contractor shall not, by entering into a contract, become a servant, agent, or employee of RJC, but shall remain at all times an independent contractor to the RJC. The contract resulting from this RFQ shall not be deemed to create any joint venture, partnership, or common enterprise between the Contractor and RJC, and the rights and obligations of the parties shall not be other than as expressly set forth.

VIII. Insurance Coverage:

The successful Proposer shall provide proof of all required insurance(s), including Statutory Worker's Compensation and Employers Liability Insurance, auto liability, and professional liability. Worker's compensation shall include a minimum limit of \$100,000 per accident and Commercial General Liability coverage shall provide minimum limits of liability of \$5,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. General Liability shall have no exclusion for railroad liability. Commercial automobile liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence.

This shall include coverage for premises/operations, products/completed operations, contractual liability, independent contractors, and vehicles, used in premises/operations. Policy should not have any exclusion for work being done within 50' of a railroad track. The general liability coverage may be combined with umbrella liability coverage. Professional Liability insurance shall be provided with minimum liability limits of \$1,000,000 per occurrence. R.J. Corman Railroad Company / Carolina Lines shall be named as an additional insured on all liability policies and expressed on the Certificate of Liability Insurance. Insurance shall indemnify the Railroad against any and all claims arising under or as a result of the performance of the contract resulting from this solicitation. The Railroad must be provided written notice prior to cancellation, modification or reduction in limits of any stipulated insurance. It is the responsibility of the vendor/contractor to ensure that all subcontractors comply with all insurance requirements of this solicitation and ALL terms and conditions contained in the resulting contract.

IX. Grievance:

Any actual or prospective proposer who is aggrieved in connection with this procurement, or the award of a contract resulting from this procurement, may protest to RJC. The protest shall be submitted in writing within fourteen (14) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto provided that grievance has been made in accordance with solicitation requirements.

X. Freedom of Information Statement:

Procurement information shall be a public record to the extent required by Chapter 4 of Title 30, Code of Laws of South Carolina (1976, as amended) (The Freedom of Information Act), with the exception that commercial or financial information obtained in response to a "Request for Qualifications (RFQ)" which is privileged and confidential if so designated by the Proposer shall be protected from disclosure. Such information must be clearly marked as " **RFQ – Confidential TIGER Grant Professional A/E Services** " by those submitting responses for each section of information so affected. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.

XI. Legal Statement:

Proposers to this RFQ must disclose involvement in any litigation within the last five (5) years in which a claim has been made against any team member (individual or company) asserting a cause of action other than employment issues or contracts not related to your professional work. Explain the issues in these cases (or the fact that there are none) as part of your submittal.

END OF RFQ NARRATIVE

RJCS
Conway MP 334.3
Aerial Photo 2017

F BRIDGE INFORMATION

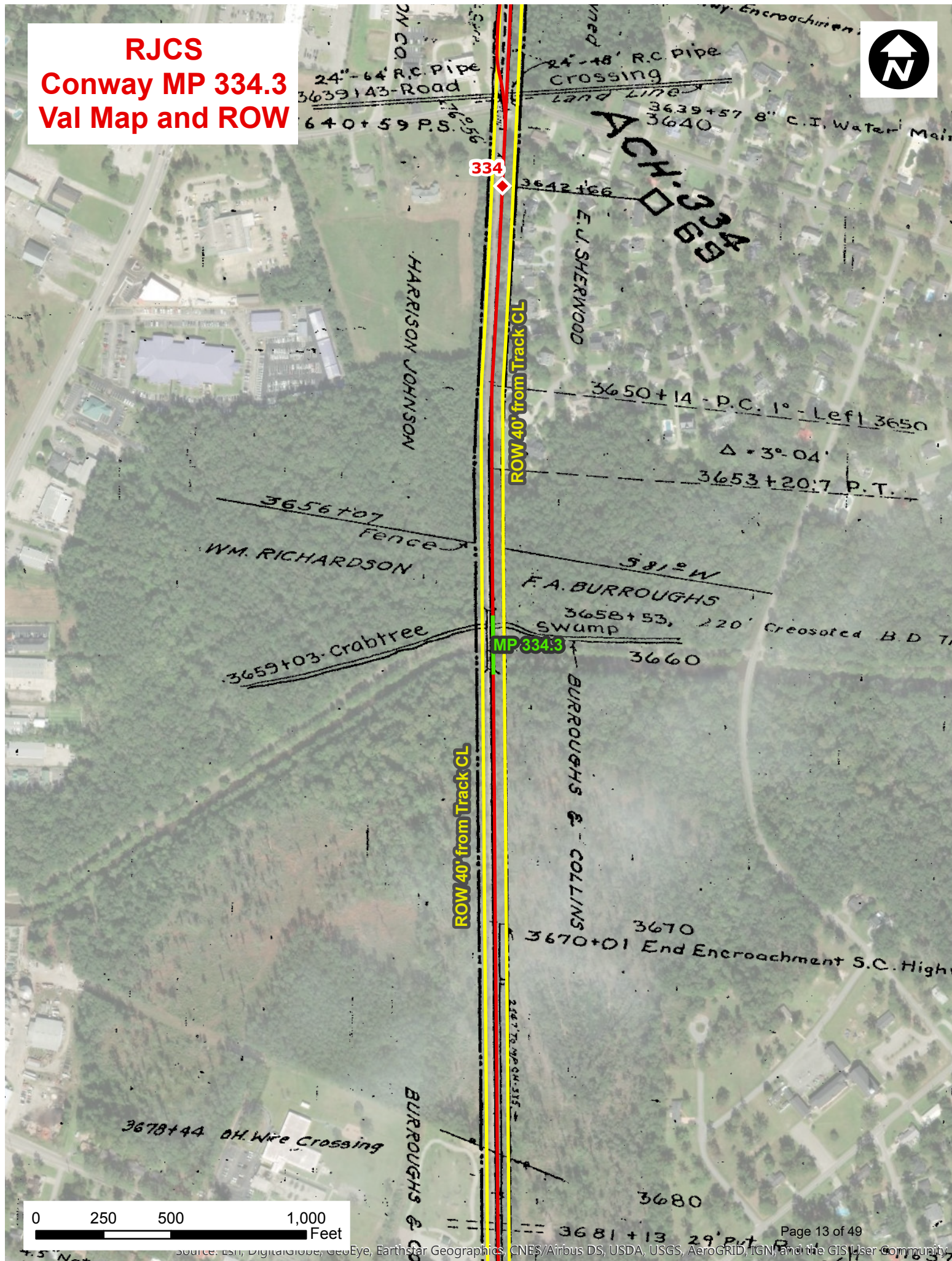


220'

Sherwood Drive

0 125 250 500
Feet

RJCS
Conway MP 334.3
Val Map and ROW

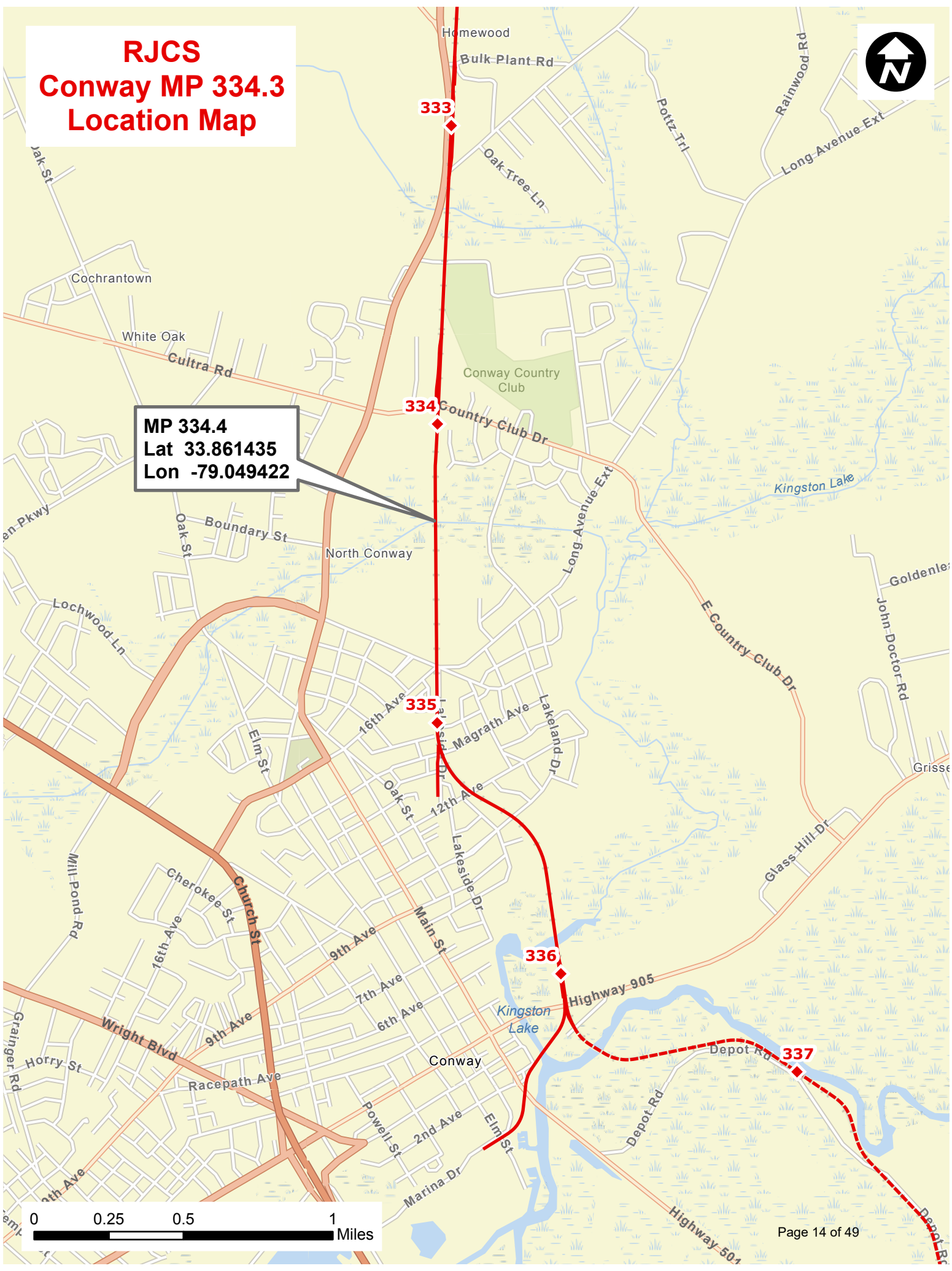



0 250 500 1,000 Feet

RJCS Conway MP 334.3 Location Map



MP 334.4
Lat 33.861435
Lon -79.049422



	RJ CORMAN RAILROAD GROUP INSPECTION FORM		Bridge No.		334.3							
	Insp Type: Initial <input type="checkbox"/> Periodic <input checked="" type="checkbox"/> Detailed <input type="checkbox"/>		Location:		Homewood (SC) Conway Sub							
	Scour/U-water <input type="checkbox"/> Special <input type="checkbox"/> Fracture Critical <input type="checkbox"/>		Insp Date:		5/24/2017	Report Date:						
Critical Finding <input type="checkbox"/>				Inspected by:		Jason Topolski						
GENERAL												
BRIDGE LENGTH		220'		NO. OF SPANS		22						
ALIGNMENT		Tangent		NO. OF TRACKS		1						
LATITUDE		N 33.861485°		CROSSING		Crab Tree Swamp						
LONGITUDE		W 79.049414°		CLEARANCE		CLEARANCE BELOW TO GROUND/WATER 15'						
DECK		TYPE: Timber Ballast Deck (TBD)			OVERALL RATING							
					4							
TRACK (RAIL)		Jointed Track [5] <small>SIZE</small> 132		GUARD TIMBER		8"x8" [4]						
BALLAST		3" - 6" [4] <small>SIZE</small>		INNER GUARDRAIL								
BALLAST RETAINER		[4] <small>SIZE</small> 8"x8"x16'										
TIES		Grade [4] <small>SIZE</small> 7"x9"x8'6"		HARDWARE		Lag Screws, Anchors, 3/4" Drive Pins [4]						
DECK SLAB/TIMBER		Timber [4] <small>SIZE</small> 3"x10"x14'		WALKWAY								
APPROACH		Acceptable Approach Will be Tamped Soon [3]		JOINTS								
DRAINAGE		[5]		CURR. RESTRICTIONS								
SUPERSTRUCTURE		TYPE: Timber Stringer			OVERALL RATING							
					4							
ALIGNMENT		Tangent [5] <small>SIZE</small>		BEARING		Caps [4]						
BEAM/GIRDER/SLAB		11 Stringers per Span [4] <small>SIZE</small> 6"x13"		STEEL DIMENSIONS								
HARDWARE		Stringers Pinned Through Cap [4]		LL RESPONSE		No Train Traffic						
SUBSTRUCTURE		TYPE: Timber 6 Pile			OVERALL RATING							
					3							
BACKWALL		Short Backwall, 2 Boards Tall [3] <small>SIZE</small> 6"x13"x21'		WINGWALL								
PIER/BENT		Timber [4] <small>CAP SIZE</small> 12"x12"		SCOUR		Adequate Stone against Backwall [4]						
PILING		6 Pile [3] <small>PILE SIZE</small> 12" Diameter		SILLS								
SWAY/SASH				HARDWARE		Drive Pins, Lag Screws, Bolts [4]						
TOWER/GIRT												
CHANNEL				OVERALL RATING		5						
ALIGNMENT		[5]		PROTECTION		[5]						
WATERWAY ADEQUACY		[5]		BANK EROSION		[5]						
GENERAL NOTES:												
[Photos to]												
SPAN / BENT	COMMENTS	PILING (% REMAINING)							REPAIR / MAINT RECOMMENDATIONS			
	DESCRIPTION	P1	P2	P3	P4	P5	P6	P7/P8	1	2	3	4
1	Str - F Cap - 80%	NV	NV	NV	NV	NV	NV					
2	Str - F Cap - F (3 Caps High)	80	80	70	80	80	80				X	
3	Str - F Cap - 70%	70	F	80	80	F	P				X	
4	Str - F Cap - F	40	F	70	70	F	P				X	
5	Str - F Cap - 70%	F	F	F	F	60	P				X	
6	Str - F Cap - F	P	P	F	F	F	P				X	
7	Str - F Cap - 70%	P	F	F	F	F	80				X	
8	Str - F Cap - 70%	P	F	F	F	F	70				X	
9	Str - F Cap - F	80	F	F	F	P	80				X	
10	Str 11 - Rolled Cap - 70%	80	80	F	F	F	X				X	
11	Str - F Cap - F	40	60	F	60	F	60				X	
12	Str - F Cap - F	80	80	F	70	F	P				X	
13	Str - F Cap - F	80	F	F	70	70	70				X	
14	Str - F Cap - F	80	F	70	60	80	70				X	
15	Str - F Cap - F	F	30	40	70	70	70				X	
16	Str - F Cap - F	X	40	F	F	50	50				X	
17	Str - F Cap - Rolled	30	F	F	F	F	F		x			
18	Str - F Caps - New 2016	X	F	F	F	50	50				X	
19	Str - F Cap - New (New Frame bent 2016)	P	P	P	P	P	P					
20	Str - F Cap - F	60	F	F	60	50	P				X	
21	Str - F Cap - F	F	80	70	70	F	P				X	
22	Str - F Cap - F	F	F	F	70	60	F					
LEGEND:		Caps - F (2 Caps High)							Page 15 of 49			
		NV NV NV NV NV NV NV										

RJCS Conway MP ACH 334.3



Required Form

G **FORM OF NON-COLLUSION AFFIDAVIT**
(This Affidavit is Part of the Proposal)

STATE OF _____)

COUNTY OF _____)

_____ being first duly sworn, deposes and says that he/she is

_____ (Sole owner, a partner, president, secretary, etc.)

of _____

the party making the foregoing Proposal that such Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed directly or indirectly, with any Proposer or person to put in a sham Proposal, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication of conference, with any person, to fix the proposal price of affiant or any other Proposer, or to fix any overhead, profit or cost element of said proposal price, or that of any other Proposer to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal are true; and further, that such Proposer has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Proposer)

Sworn to and subscribed before me this _____ day of _____, 20_____.

_____ State _____ County _____

Notary Public in and for

My commission expires _____, 20_____.

Required Form

H. ACKNOWLEDGEMENT OF ADDENDA

Proposer hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Company _____

Authorized Signature _____

Print Name _____

Required Form

I. ANTI-LOBBYING FORM

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of
(name and title of bidder's official)
_____, that to the best of his or her
(name of bidder)

knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____

By _____
(signature of authorized official)

(title of authorized official)

Required Form

**J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR.

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

_____	Address: _____
Contractor's Signature	_____
_____	_____
Printed or Typed Name	_____
_____	_____
Title	_____

Required Form

K DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this agreement, the undersigned will provide a **drug-free workplace by:**

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in a workplace;
 - b. The person's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug violation;
3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by item 1;
4. Notifying the employee in the statement required by item 1 that, as a condition of employment of this agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
5. Notifying the South Carolina Department of Transportation within ten days after receiving notice under item 4b from an employee or otherwise receiving actual notice of the conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance, or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 1,2,3,4,5, and 6.

Contractor Signature

Date

Contractor Name

Company Name

Form

W-9
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

			-						
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

M. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(F) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made _____, 2019 by and between R.J. CORMAN RAILROAD COMPANY/CAROLINA LINES, LLC ("OWNER/CONTRACTOR"), with an address of PO Box 788, Nicholasville, KY 40340 and _____ ("PROVIDER"), with an address of _____.

WHEREAS, OWNER/CONTRACTOR has entered into a contract (the "Contract") with County of Horry, South Carolina, to perform, primarily through its own forces, certain rehabilitation and improvements on its right-of-way through the grant of a Transportation Infrastructure Generating Economic Recovery (TIGER) Project, FR-TII-0042-17 Moving the Carolina's Forward: A Rural Freight Rail Project (the "Project").

WHEREAS, OWNER/CONTRACTOR desires to contract with PROVIDER for PROVIDER to provide Professional A/E Services to complete a portion of the Project in accordance with the plans, specifications and requirements of the Contract and more particularly to the Scope of Work set out below.

WHEREAS, PROVIDER desires to contract with OWNER/CONTRACTOR for PROVIDER to provide Professional A/E Services to complete a portion of the Project in accordance with the plans, specifications and requirements of the Contract and more particularly to the Scope of Work set out below.

NOW THEREFORE, the parties hereto agree as follows:

1. SCOPE OF WORK:

The Scope of Work (the "Work") to be performed by PROVIDER is to provide professional A/E services to replace an existing railroad timber trestle bridge with a new ballast deck trestle type bridge located at railroad mile post 334.3 over Crab Tree Swamp near Conway, South Carolina. Services are to be performed in accordance with the Contract and OWNER/CONTRACTOR'S request for proposal and the negotiated proposal, a copy of which is Exhibit A and is made part of this Agreement.

2. PAYMENT TERMS:

The cost of services is set forth in Exhibit B of this contract. The total projected cost of \$_____ shall be a guaranteed maximum price (GMP) or not to exceed (NTE) for the services to be provided. CONTRACTOR shall pay the undisputed portions of each of PROVIDER'S invoices with required deliverables within 30 days of receipt of same. All payments will be based upon the applicable unit quantity rates or lump sum amount set out in PROVIDER'S proposal made in response to OWNER/CONTRACTOR'S request, a copy of which is Exhibit B and is made part of this Agreement, provided, however that the total amount payable under this Agreement shall not exceed the proposed cost.

3. SCHEDULE OF WORK:

3.1 The timely performance by PROVIDER of the services described in this Contract is of the essence and shall commence upon written Notice to Proceed issued by OWNER/CONTRACTOR. Failure to perform timely, except for cause occasioned by Act of God, shall permit OWNER/CONTRACTOR to declare this Contract voided and of no further effect.

3.2 Services not included in the Scope of Work constitute additional changes to OWNER/CONTRACTOR, at rates and intervals to be agreed upon between OWNER/CONTRACTOR and PROVIDER in a written Amendment executed by both parties prior to the performance of such services.

4. WARRANTY of PROVIDER:

4.1 PROVIDER warrants that PROVIDER shall throughout the term of this Contract:

4.1.1 Perform all tasks required under the Scope of Work with a degree of skill and care of reputable member of the same profession in South Carolina;

4.1.2 Maintain all insurance required by law or this Agreement, including worker's compensation, premises liability, general liability, and professional malpractice coverage;

4.1.3 Properly withhold from all wages, commissions, salaries, and fees paid by PROVIDER to third parties or employees, agents, or sub-contractors of PROVIDER, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation.

4.1.4 Ensure that any third party, employee, agent, or contractor of PROVIDER shall comply with the terms of this Agreement concerning employment discrimination, insurances, and withholdings, so far as concerns this Agreement;

4.1.5 Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. or the Federal Freedom of Information Act;

5. SAFETY AND REGULATORY COMPLIANCE:

All services provided by PROVIDER shall be in compliance with all applicable state and federal laws and regulations. Personal protective equipment, including but not limited to, safety glasses, hardhats, steel toed boots and reflector vests must be worn by all personnel on the Project site as required by said laws and regulations. PROVIDER must be FRA Qualified consistent with 49 CFR Part 214, Railroad Workplace Safety.

6. CLEAN UP:

PROVIDER shall remove all trash, debris, scrap, packing, shipping and similar materials generated by but not incorporated into the Work each day before leaving the Project site. All such materials not removed within 24 hours following notice to do so is given to PROVIDER by OWNER/CONTRACTOR will be removed by OWNER/CONTRACTOR at the cost of and charged to PROVIDER.

7. INSURANCE:

PROVIDER shall maintain the following insurance during the term of this Agreement:

- i. Worker's Compensation Insurance as required by law.
- ii. Automobile liability insurance in the amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) per occurrence; and
- iii. Commercial General Liability insurance in the amount of TWO MILLION AND NO/100 (\$2,000,000.00) per occurrence, with no exclusion of railroad liability, contractual or otherwise, from its coverage.
- iv. R.J. Corman Railroad Company shall be named as an additional insured.
- v. If PROVIDER'S insurance does not have railroad liability coverage a Railroad Protective Liability policy must be purchased with limits of TWO MILLION AND NO/100 (\$2,000,000.00) per occurrence and SIX MILLION AND NO/100 (\$6,000,000.00) aggregate naming R.J. Corman Railroad Company, LLC as the insured, if work will be performed within 50' of railroad track.

PROVIDER will be required to provide proof of insurance.

8. INDEMNIFICATION:

PROVIDER will defend, indemnify and hold harmless OWNER/CONTRACTOR from and against any and all loss, cost, expense, claim and liability (including but not limited to attorney's fees) resulting from the loss of life or personal injury to any person or loss of or damage to any property arising from, incident to or occurring in connection with the performance of the Work by PROVIDER, excepting only

such claims as are based in whole or in part on OWNER/CONTRACTOR'S gross negligence or willful wrongful act or omission.

9. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS:

PROVIDER will comply with all applicable federal, state, and local laws in the conduct of the Work. PROVIDER is fully and solely responsible for payment of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all persons and entities engaged by PROVIDER in the performance of the Work.

10. CONTROL OF ALCOHOL AND DRUG USE:

PROVIDER shall comply, and shall be fully and solely responsible for compliance by all individuals present on the Project site by or through engagement by PROVIDER, with all applicable state and federal statutes and regulations in any manner relating to drug or alcohol use before or during presence on the Project site, including, but not limited to 49 CFR Part 219 including Retrospective Regulatory Review-Based Amendments which came into effect June 12, 2017 and all regulations of similar purpose and import, as then currently enforced and applied. Contact Heidi Caudill with any questions: 859-881-6624.

11. DISCRIMINATION:

Discrimination in employment (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability) is prohibited. PROVIDER agrees that, in connection with any aspect of the performance of the Work:

- i. PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, or national origin. PROVIDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, disability, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. PROVIDER will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii. PROVIDER will, in all solicitations or advancements for employees placed by or on behalf of PROVIDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, disability, sex, sexual orientation, gender identity, or national origin.
- iii. PROVIDER will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with PROVIDER'S legal duty to furnish information.
- iv. PROVIDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by USDOT contracting officer, advising the labor union or workers' representative of the PROVIDER'S commitments under Section 202 of Executive Order No. 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- v. PROVIDER will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. PROVIDER will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of PROVIDER'S noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and PROVIDER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 CFR § 35.101 et seq., PROVIDER understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, PROVIDER agrees to comply with the "General Prohibitions Against Discrimination," 28 CFR § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by PROVIDER.

12. DISADVANTAGED BUSINESS ENTERPRISES (DBE):

PROVIDER agrees to: 1) provide maximum practicable opportunities for small businesses, including veteran-owned small businesses and service disabled veteran-owned small businesses, and 2) implement best practices, consistent with our nation's civil rights and equal opportunity laws, for ensuring that all individuals – regardless of race, gender, age, disability, and national origin – have an opportunity to benefit from activities funded through this agreement. An example of a best practice under 2) above would be to incorporate key elements of the Department's Disadvantaged Business Enterprise (DBE) program (see 49 CFR Part 26) in contracts under this agreement. PROVIDER will make a good faith effort to include disadvantaged business enterprises under this Agreement. Good faith efforts are defined as efforts to achieve a DBE goal or other requirement of this Agreement which, by their scope, intensity, and appropriateness to the objective can reasonably be expected to achieve the goal or requirement. Although not mandatory, PROVIDER is encouraged to submit a percentage level of DBE commitment to OWNER/CONTRACTOR, if able.

13. TERMINATION:

This Agreement may be terminated by either party upon fifteen (15) days written notice of termination in the event of either party's default of the terms of this Agreement.

14. INDEPENDENT CONTRACTOR:

Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture or employment relationship between OWNER/CONTRACTOR and PROVIDER. Neither OWNER/CONTRACTOR nor PROVIDER shall be liable, except as otherwise expressly provided in this Agreement, for any obligations or liabilities incurred by the other. Notwithstanding any other provision in this Agreement, PROVIDER is solely responsible for the conduct of its operations and employees and OWNER/CONTRACTOR shall have no right to control or supervise any of PROVIDER'S operations or employees.

15. OWNERSHIP OF DATA AND REPORTS:

All Work performed in the course of this Agreement by PROVIDER, including the data gathered by PROVIDER, is exclusively for the benefit of OWNER/CONTRACTOR and the product of such Work shall be "works-made-for-hire." OWNER/CONTRACTOR shall own all rights to such works and may make any use or nonuse of such works without further payment or obligation to the Contractor.

16. NOTICE:

Notices permitted or required by this agreement shall be sent, via certified mail, over-night express service, or other reliable means - requiring signature of the recipient, to:

To OWNER/CONTRACTOR: [INSERT ADDRESS]

To PROVIDER: [INSERT ADDRESS]

17. ENTIRE AGREEMENT:

This Agreement and the attached Exhibits set forth the entire agreement between the parties and supersedes any prior and contemporaneous oral or written agreements or understandings between the parties.

18. CHANGES:

Changes to the Work shall be made only by written Change Order, executed by both OWNER/CONTRACTOR and PROVIDER, and any change in PROVIDER'S compensation by reason of any change in the Work shall be as stated in the Change Order directing that change.

19. BINDING EFFECT/ASSIGNMENT:

This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and personal representatives. PROVIDER shall not assign this Agreement to any third party without the prior written consent of OWNER/CONTRACTOR.

20. SEVERABILITY:

If any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

21. LIENS:

PROVIDER shall promptly pay all its contractors, and OWNER/CONTRACTOR may require proof of such payment and/or lien waivers as a condition of making any payment which would otherwise be payable to PROVIDER under this Agreement. At OWNER/CONTRACTOR'S option, OWNER/CONTRACTOR may pay any of PROVIDER'S contractors who remain unpaid and deduct the amount of any such payment(s) from any payments which would otherwise be payable to PROVIDER under this Agreement.

22. PROJECT RECORDS:

PROVIDER will permit OWNER/CONTRACTOR and any state or federal agency providing funding for the Project to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit all books, records, and accounts pertaining to the Project including books, documents, papers, accounting records, and such other evidence either in hard copy or electronic form as may be appropriate to substantiate costs incurred under this Agreement. Further, PROVIDER shall make such materials available at its office at all reasonable times during the contract period, and for three (3) years respectively or until all audit exceptions have been resolved, whichever is longer, from the date of final payment under this project specific Agreement, for inspection and audit by any such agency PROVIDER shall permit any such agency full access to the Project site at all times during which PROVIDER has access to the site.

23. GOVERNING LAW/DISPUTE RESOLUTION:

The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State in which the Project is located and by all federal laws and regulations applicable to the Work or the performance of the same. Any litigation arising from or related to this Agreement shall take place in South Carolina Circuit Court in Conway, South Carolina, or any federal court in South Carolina having subject-matter jurisdiction.

IN WITNESS OF WHICH, the parties hereto have executed this Agreement as of the date first set forth above.

Witness:

R.J. CORMAN RAILROAD COMPANY/CAROLINA
LINES, LLC

By: _____

Title: _____

Date: _____

Witness:

[NAME OF PROVIDER]

By: _____

Title: _____

Date: _____

ASSURANCES AND CERTIFICATIONS

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FRA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FRA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient

or the FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Potentially Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title

VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

APPENDIX C

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into the agreement for a FY 2016 TIGER Discretionary Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to the agreement include, but are not limited to, the following:

General Federal Legislation

- a. Davis-Bacon Act - 40 U.S.C. §§ 3141, et seq., as applicable under 23 U.S.C. 113
- b. Federal Fair Labor Standards Act - 29 U.S.C. §§ 201, et seq.
- c. Hatch Act - 5 U.S.C. §§ 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. §§ 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501- 312508
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. §§ 3001, et seq. § 1536 seq. et seq.
- h. Clean Air Act, P.L. 90-148, as amended 42 U.S.C. §§ 7401, et. seq.
- i. Section 404 of the Clean Water Act, as amended 33 U.S.C. § 1344
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended - 16 U.S.C.
- k. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. §§ 1451, et
- l. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. § 4012a
- m. Age Discrimination Act of 1975 - 42 U.S.C. §§ 6101, et seq.
- n. American Indian Religious Freedom Act, P.L. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101,
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. §§ 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 - 42 U.S.C. § 4151, et seq.
- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.
- u. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- v. National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. §§ 1271, et seq.
- x. Federal Water Pollution Control Act, as amended - 33 U.S.C. §§ 1251-1376
- y. Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- z. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.
- aa. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. § 1681 through § 1683, and § 1685 through § 1687

- bb. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794 cc. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d et seq.
- dd. Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. §§ 1101 -1104 541, et seq.
- ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- ff. Freedom of Information Act - 5 U.S.C. § 552, as amended
- gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1855
- hh. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201, et seq.
- ii. Noise Control Act of 1972 – 42 U.S.C. § 4901, et seq.
- jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661, et seq.
- kk. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
- ll. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. § 138
- mm. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended --42 U.S.C. §§ 9601-9657
- nn. Safe Drinking Water Act -- 42 U.S.C. §§ 300f to 300j-26 oo. Wilderness Act -- 16 U.S.C. §§ 1131-1136
- pp. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 -- 42 U.S.C. § 6901, et seq.
- qq. Migratory Bird Treaty Act 16 U.S.C. § 703, et seq.
- rr. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109 -282, as amended by section 6202 of Public Law 110–252)
- ss. Cargo Preference Act of 1954 – 46 U.S.C. § 55305

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures - 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates - 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States - 29 C.F.R. Part 3

- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) - 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) - 41 C.F.R. Parts 60, et seq.
- h. Contractor Qualifications - 48 C.F.R. Part 9
- i. New Restrictions on Lobbying – 49 C.F.R. Part 20
- j. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- k. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs - 49 C.F.R. Part 24
- l. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance - 49 C.F.R. Part 25
- m. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance - 49 C.F.R. Part 27
- n. DOT's oversight of DOJ's ADA regulations for non-transit programs, including the ADA Accessibility Guidelines, required by the DOJ regulations at 28 C.F.R. Part 35
- o. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- p. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors - 49 C.F.R. Part 30
- q. Government wide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- r. DOT's implementing ADA regulations for transit, including the ADA Accessibility Guidelines in Part 37, Appendix A - 49 C.F.R. Parts 37 and 38
- s. Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 C.F.R. Part 40

Office of Management and Budget Circulars

- a. Any applicable OMB Circular based upon the specific FY 2016 TIGER Discretionary Grant Recipient.

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are hereby incorporated by reference into the agreement.

APPENDIX D

DISCLOSURE OF LOBBYING ACTIVITIES

Certification for Contracts, Grants, Loans, and Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any grant agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and grant agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352, title. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS IN THE PERFORMANCE OF THE FY 2016 DISCRETIONARY GRANT PROGRAM

The Recipient certifies that it will, or will continue, to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Recipient's workplace, and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Recipient's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment supported by the grant award, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Department. Notice shall include the order number of the grant award.
6. Taking one of the following actions, within 30 days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

8. The Recipient may, but is not required to, provide the site for the performance of work done in connection with the specific grant. For the provision of services pursuant to the agreement, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award. If the Recipient does so, please insert in section 17 of Attachment 1 the following information from subsection (a) below:

- (a) Identify the Places of Performance by listing the street address, city, county, state, zip code. Also identify if there are workplaces on file that are not identified in this section of the agreement.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200 and 48 C.F.R. Part 9

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FRA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into the agreement under the FY 2016 TIGER Discretionary Grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2016 TIGER Discretionary Project, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier

covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and

(2) Certify whether the entity has a Felony Conviction.

4 **Prohibition. If**

(1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

(2) an entity provides an affirmative response to either certification in section 3; or

(3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

(c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

(1) require the SAM check in section 2;

(2) require the certifications in section 3;

(3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

[END OF ASSURANCES AND CERTIFICATIONS]